

Heidi Whities – Terms & Conditions

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Welcome to heidi-whities.com!

We are happy to have you aboard our virtual website. Please note that Heidi Whities was created as part of a Wix.com promotional campaign, and is not a real business nor does it have any real or actual branches or stores. Thank you for considering using our services anyway :-)

These Terms & Conditions (the “**Terms & Conditions**”), together with the Privacy Policy available at heidi-whities.com (“**Privacy Policy**”, and collectively – the “**Terms**”), together set forth the entire terms and conditions governing each visitor or end user (“**User**”, “**you**” or “**your**”) of the heidi-whities.com website (“**Website**”) and/or related services (collectively - the “**Services**”).

The Terms constitute a binding and enforceable legal contract between Wix.com Ltd. (together with its affiliated companies worldwide – “**Wix**”, “**us**” or “**we**”) and you – so please read them carefully. You may use the Services only if you fully understand and agree to the Terms. If you do not read, fully understand and agree to the Terms, you should leave the Website and avoid or discontinue all use of the Services immediately.

1. Your Acceptance of the Terms

By using the Website and/or any of the Services, and/or by accepting these Terms & Conditions and/or the Privacy Policy, whichever occurs first, you signify and affirm your informed and irrevocable consent to the Terms applicable to your use, which are all incorporated herein by reference, and agree to fully comply with them.

2. User Representations and Warranties

By accessing, or using the Website or by making any use of the Services or third party services or products which are offered in or linked to via the Website, you represent, warrant and undertake that (a) You are at least eighteen (18) years of age, or of the legal age of majority in your jurisdiction, whichever is greater – and you acknowledge and agree that the use of the Services is strictly prohibited for individuals under such age; (b) You possess the legal authority to enter into the Terms and to form a binding agreement under any applicable law, to use the Services in accordance with the Terms, and to fully perform your obligations thereunder; (c) The execution of the Terms and your use of the Services does not and will not violate any other agreement to which you are bound or any law, rule, regulation, order or judgment to which you are subject; (d) All information you provide us (including any registration, contact or billing information) is (and will continue to be) true, current, accurate, complete, and non-infringing upon any third party rights; (e) You acknowledge that there are risks in using the Services, and that Wix cannot and does not guarantee any specific outcomes from such use, and you hereby assume all such risks, liabilities and/or harm of any kind arising in connection with and/or resulting from such use; (f) By registering to the Services and providing your e-mail address, you expressly agree to receive promotional content from Wix, by mail or e-mail, from time to time. If you provide Wix with your phone number (at any stage of use of the Services), Wix may call you or send you promotional SMS or other textual notices from time to time. If you wish not to receive such promotional content / notices, you may notify Wix at any time; and (g) You acknowledge that Wix has the right to control and direct the means, manner, and method by which the Services are performed and may perform the Services at any place or location and at such time as Wix

may determine reasonable, whether by itself or with the aid of its independent contractors, consultants, agents or partners. Without limitation, Wix may include advertisements or other commercial content in any Services.

You acknowledge and agree that your failure to abide by any of the foregoing or any misrepresentation thereof may result in immediate termination of the Terms – with or without further notice to you.

3. The Services

The Services offer Users access to certain promotional contents and materials, as presented and offered in our Website from time to time, including certain information, data, graphics, images, interfaces, text and literary works, and other materials and content (“**Content**”).

The general content layout, formatting, and arrangement of or for the Website or the Services shall be as specified or determined by Wix in its sole discretion. Wix shall use commercially reasonable efforts to make the Services accessible to you through the Website, subject to Wix’s sole right to modify, upgrade, or change the Services or Website or to perform required and emergency maintenance, failure of third party websites, pages, networks and communications facilities, and events of force majeure.

With respect to any of the Services, you further acknowledge and agree to the following: (i) Wix has the right to control and direct the means, manner, and method by which the Services are performed and may perform the Services at any place or location and at such time as Wix may determine reasonable; (ii) Wix may, from time to time engage independent contractors, consultants, or subcontractors to aid Wix in performing the Services and to make the Website publicly available; and (iii) Wix may change, suspend or discontinue any or all of the Services or any Content for any reason, at any time, including the availability of any feature or part of the Content at its sole discretion.

4. General Undertakings

You accept sole responsibility for all of your activities you undertake in connection with your use of the Website or the Services, including, without limitation, with respect to any and all Content you are exposed to, submit, post, or share via or with respect to the Services (if applicable). You will not use the Website or Services for any unauthorized or illegal purpose, including for the purpose of sending, transmitting, or displaying infringing, obscene, threatening, libelous, or otherwise unlawful or tortious content or material. You will be solely responsible for compliance with any laws or regulations that apply to your use of the Services, including such laws or regulations relating to intellectual property, privacy, or information security.

You shall not, nor shall you permit any third party to, (i) copy, modify, create derivative works of, reverse engineer, adapt, emulate, translate, compile, decompile or disassemble the Website, the Services (or any part thereof), Content and/or any part thereof in any way, or publicly display, perform, transmit or distribute any of the foregoing except as expressly permitted under the Terms, without Wix’s prior written consent on a case-by-case basis; (ii) disable, circumvent, or otherwise avoid any security device, mechanism, protocol, or procedure established by Wix for use or restriction of use of the Website or Services; (iii) use any “deep link”, “page scrape”, “robot”, “spider” or other automatic device, program, script, algorithm, or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the Services (or its data) or in any way reproduce or circumvent the navigational structure or presentation of the Website or Services to obtain or attempt to obtain any materials, documents, or information through any means not purposely made available through the Services; (iv) attempt to gain unauthorized access to any portion or feature of the Website or Services, including any data regarding another User(s), or access to any other systems or networks connected to the Website or Services, any Wix server, including by hacking, password “mining” or any other illegitimate or prohibited

means; (v) probe, scan, or test the vulnerability of the Services or any network connected to the Services; (vi) reverse look-up, harvest, collect, trace, or seek to trace any information on any other User of the Services; (vii) upload or transmit viruses, worms, or other destructive code to the Services; (viii) use the Services to send spam or unsolicited messages in violation of applicable laws; (ix) forge headers, impersonate a person, or otherwise manipulate identifiers in order to disguise your identity or the origin of any message or transmittal you send to Wix or to the Website; (x) market, co-brand, private label, or otherwise permit third parties to access, distribute, or use the Website or Services without Wix's express, separate, and prior written permission; (xi) remove or alter any proprietary watermark or notice of Wix; or (xii) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Website or Services or any of Wix's systems or networks.

5. Privacy

The operation of certain parts of the Services may involve the submission, use, and dissemination of certain personally identifying or identifiable information. In particular and as a part of accessing or using the Services, Wix may collect, access and make any use of certain data on its Users or the activities or navigation undertaken by Users through the Services. We encourage you to read our Privacy Policy on a regular basis for a summary of Wix's practices regarding the collection and use of personally identifying information.

Without derogating from the foregoing, you hereby grant Wix a perpetual, irrevocable, non-exclusive, worldwide, royalty-free right and license (and warrant that you have all rights required to grant such right and license) to use such data for the purpose of providing you with the Services, and in order to create high-level statistics and other aggregated and non-identifying information, data and analysis, for such purposes as improving the Services (or any part thereof), performing general market research, and for the development and/or evaluation of additional or modified services, features and functionality with respect to the Services.

6. Intellectual Property Rights

- 6.1. **Intellectual Property**. All rights, title and interest in and to the Services and all intellectual property rights pertaining thereto, including to any copyrightable materials, graphics, text, artwork, images, logos, media, applications, designs (including the "look and feel" of the Services, and any part thereof), specifications, methods, procedures, information, know-how, software, programs, source and object code, computer code (including html code), products, algorithms, data, technical data, interactive features, files, user and graphic interfaces, inventions, patents and patent applications, trademarks, trade names and trade secrets, whether or not registered and/or capable of being registered (collectively, "**Intellectual Property**"), are owned by and/or licensed to Wix, and are subject to copyright and other applicable intellectual property rights under Israeli laws, foreign laws and international conventions. The Terms do not convey to you any right or interest in or to the Services or Wix's Intellectual Property (or any part thereof), but only a limited license of use only those portions thereof as expressly granted and permitted hereunder, and any other use, without the prior express written permission of Wix, is prohibited. Nothing in the Terms constitutes a waiver of Wix's Intellectual Property rights under any law.
- 6.2. **License to Services and Content**. Subject to your continued and full compliance with the Terms, Wix hereby grants you, for as long as Wix agrees to provide you with the Services, a non-exclusive, non-transferable, non-sublicensable, fully revocable, limited license to access and view the Services and Content for your personal, non-commercial purposes, solely as expressly permitted under the Terms. Any other uses of the Services and/or Content (including downloading any Content and/or using it

outside of the Services, or dissemination of any Content to any third party) are strictly prohibited, except if expressly provided otherwise in writing, by Wix or the respective owners of such Content.

- 6.3. **Use of Marks.** "Wix", "Wix.com", "Heidi Whities" and all logos, domains and other proprietary identifiers used by Wix in connection with the Services ("Marks") are all trademarks, trade names and/or copyrighted and proprietary materials of Wix, whether or not registered. All other trademarks, service marks, trade names, domain names and logos which may appear on or with respect to the Services, belong to their respective owners ("Third Party Marks"). No right, license, or interest to Marks and/or to the Third Party Marks is granted hereunder, and you agree that no such right, license, or interest shall be asserted by you with respect thereto and therefore you will avoid using any of those Marks, unless if and as expressly permitted herein. You are further prohibited from using, diluting or staining any name, mark or logo that is identical, or confusingly similar to any Marks or Third Party Marks.
- 6.4. **Copyright Notices.** You are hereby prohibited from removing or deleting any and all copyright notices, restrictions and signs indicating proprietary rights of Wix and/or its licensors, including copyright mark [©], Creative Commons [(cc)] indicators, or trademarks [® or ™] contained in or accompanying the Services and/or Content, and you represent and warrant that you will abide by all applicable laws in this respect.
- 6.5. **Feedback.** In the event that you provide us with any suggestions, comments or other feedback relating to the Services (or any part thereof), which is or may be subject to any Intellectual Property rights ("Feedback"), such Feedback shall be exclusively owned by Wix. By providing such Feedback to Wix, you (i) represent and warrant that such Feedback is accurate, complete, and does not infringe on any third party rights; (ii) irrevocably assign to Wix any right, title and interest you may have in such Feedback, (iii) explicitly and irrevocably waive any and all claims relating to any past, present or future moral rights, artists' rights, or any other similar rights worldwide in or to such Feedback.

7. Third Party Content and Products

Please note that the Website, Services and the "Heidi Whities" brand were created as part of a Wix.com promotional campaign, and do not have a real or actual locations, places of business, branches, stores or products. The Services may enable you to: (a) access certain images, animations, videos, audio, fonts, and other content hosted on or provided by third party websites; or (b) access, purchase or retrieve products or services which are offered, produced, manufactured, shipped, created or performed by third parties ("Linked Content"). Wix takes no liability or responsibility as to the quality, content, performance or availability of the Linked Content or any representation, warranty, promise or undertaking made by third parties.

8. Warranty Disclaimer & Limitation of Liability

WIX PROVIDES THE SERVICES ON AN "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS. WHEN YOU ACCESS OR USE THE SERVICES, YOU DO SO ON A VOLUNTARY BASIS AND BEAR ALL OF THE RISK ASSOCIATED WITH YOUR USE THEREOF. TO THE FULLEST EXTENT PERMITTED BY LAW, WIX, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AFFILIATES AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, NON-INFRINGEMENT, OR ANY OTHER IMPLIED WARRANTY, INCLUDING UNDER THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (OR ANY SIMILAR LAW AS ENACTED BY ANY STATE).

MOREOVER, WIX MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, COMPLETENESS, QUALITY, TIMELINESS, RELIABILITY, TRUTHFULNESS, AVAILABILITY, LEGALITY, ACCURACY, USEFULLNESS OR EFFECTIVENESS OF THE SERVICES, OR THAT THE SERVICES WILL BE ERROR FREE OR VIRUS FREE, OR OPERATE IN AN UNINTERRUPTED OR SECURE FASHION. IN ADDITION, WIX MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THE ACCURACY OR COMPLETENESS OF ANY CONTENT, OR THAT ANY OR ALL OF THE SERVICES ARE APPROPRIATE OR AVAILABLE FOR USE IN ALL LOCATIONS, OR IN THE LOCATION IN WHICH YOU RESIDE AND/OR OPERATE. THOSE WHO ACCESS OR USE THE SERVICES FROM JURISDICTIONS PROHIBITING SUCH USE OR RESTRICTING IT IN ANY WAY, DO SO AT THEIR OWN VOLITION AND ARE SOLELY RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAW.

WIX DOES NOT AND CANNOT WARRANT THAT THE OPERATION OF THE SERVICES IS OR WILL BE SECURE OR FREE OF VIRUSES, WORMS, OTHER HARMFUL COMPONENTS, OR OTHER PROGRAM LIMITATIONS. WHILE WIX HAS ENDEAVORED TO CREATE SECURE AND RELIABLE SERVICES, YOU ACKNOWLEDGE AND AGREE THAT THE CONFIDENTIALITY OR RETENTION OF ANY INFORMATION OR MATERIAL STORED WITH OR TRANSMITTED TO/FROM THE SERVICES CANNOT BE AND IS NOT GUARANTEED.

WIX DOES NOT ENDORSE ANY ENTITY, PRODUCT OR SERVICE MENTIONED ON THE SERVICES. THE USE OF THE SERVICES (OR ANY PART THEREOF) IS ENTIRELY AT YOUR OWN RISK AND NEITHER WIX NOR ITS AFFILIATES SHALL HAVE ANY LIABILITY RELATING TO SUCH USE.

IN NO EVENT SHALL WIX, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AFFILIATES AND/OR AGENTS BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY DAMAGES RESULTING FROM (I) ERRORS, MISTAKES, OR INACCURACIES OF OR IN ANY CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR OTHER INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES; (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY; AND/OR (V) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OR DISPLAY OF ANY CONTENT POSTED, E-MAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. WIX WILL FURTHER NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD PARTY PROVIDERS OF PRODUCTS OR SERVICES.

YOU HEREBY ACKNOWLEDGE AND AGREE THAT THESE LIMITATION OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR WIX'S SERVICES TO YOU, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF WIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

9. Indemnity

You agree to defend, indemnify and hold harmless Wix, its officers, directors, shareholders, employees, affiliates and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs, debt and expenses (including attorneys' fees) arising from: (i) your violation of any term of these Terms; (ii) your violation of any third party right, including any copyright, property, or privacy right, resulting from your use of the Services; and/or (iii) any other type of claim that you have caused damage to a third party. This defense and indemnification obligation will survive these Terms and your use of the Services.

10. Changes to the Terms

Wix may change the Terms (or any part thereof) from time to time, at its sole discretion and without any notice to you, including the Privacy Policy or any other policies incorporated therein.

Notwithstanding the foregoing, substantial changes will be first notified on the Website (or the relevant Services) and/or by sending you an e-mail to the e-mail address that you provided us (if any). Such substantial changes will take effect not less than thirty (30) days after such notice was first provided via any of the aforementioned methods.

All changes to any of the Terms shall be in writing, and shall become effective as of the "Last Revised" date stated therein. Your continued use of those Services subject to the revised Terms, after the Last Revised date, will constitute acceptance of, and agreement to be bound by, those changes.

Please note that in the event that the Terms are changed to comply with any legal requirements, such changes (whether or not substantial) may take effect immediately, or otherwise at such a time as required by law, with or without any prior notice to you.

11. Changes to the Services

Wix may modify, correct, amend, enhance, improve, reduce, replace, make any other changes to, or discontinue, temporarily or permanently, the Services (or any part or feature thereof, including any Content), for any reason and at its sole discretion.

In Addition, in the event that you violate any of the Terms, or fail to meet any of the representations and warranties provided by you herein, Wix may block and/or limit, suspend or terminate your access to the Services, in addition to any other remedies that may be available to Wix under any applicable law, with or without notice to you, and without liability to you or to any third party. Wix may further require you to abstain from using any Content in any way, and you must promptly comply with any such requirement.

Upon the termination of the Services, for any reason: (i) you shall cease using the Services, including the Content; and (ii) you shall promptly remove (return or destroy) any copies of the Content and return to Wix any software and documentation to the extent provided by Wix, and all copies thereof, and upon the Wix's request, certify in writing your compliance with the terms of this paragraph.

12. General

12.1. The Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the Services, their interpretation, or the breach, termination or validity thereof, the relationships which result from or pursuant to the Terms, or any related transaction or purchase, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of the State of Israel, without respect to its conflict of laws principles, shall be brought in, and you hereby consent to it being decided exclusively by, a court of competent jurisdiction located in Tel Aviv, Israel. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.

12.2. The Terms, and your use of the Services, do not, and shall not be construed to create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between Wix and you.

12.3. These Terms shall constitute the entire agreement between you and Wix concerning the subject matter herein or thereof, and supersede any and all prior or contemporaneous agreements, understandings, promises, conditions, negotiations, covenants or representations, whether written or oral, between Wix and you, including those made by or between any of our respective

representatives, with respect to the Services. You further agree that you are not relying upon any promise, inducement, representation, statement, disclosure or duty of disclosure of Wix in entering into any of the Terms.

- 12.4. Under no circumstances shall Wix be held liable for any act, omission, delay or failure by Wix and/or the Services, directly or indirectly resulting from, arising out of, relating to or in connection with events beyond the reasonable control of Wix, including any internet failures, equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, earthquakes, explosions, acts of God, war, terrorism, intergalactic struggles, governmental actions, orders of courts, agencies or tribunals or non-performance of third parties. The provisions of this Section are in addition to, and do not limit or modify, the provisions of Section 8 (Limitation of Liability) above.
- 12.5. Wix may assign its rights and/or obligations hereunder and/or transfer ownership rights and title in the Services and/or Content to a third party without your consent or prior notice to you. You may not assign or transfer any of your rights and obligations hereunder without the prior written consent of Wix. Any attempted or actual assignment thereof without Wix's prior explicit and written consent will be null and void.
- 12.6. If any provision of the Terms is deemed invalid, unlawful, void, or for any reason unenforceable, by a court of competent jurisdiction, then such provision shall be deemed severable and will not affect the validity and enforceability of the remaining provisions.
- 12.7. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. No waiver of any breach or default of any of the Terms shall be deemed to be a waiver of any preceding or subsequent breach or default.
- 12.8. The provisions of Sections 2, 4, 5-9, 11-12 will survive the termination of these Terms & Conditions.

13. Contact

If you have any questions (or comments) concerning the Terms, you are welcome to send us an e-mail to the following address, and we will make an effort to reply within a reasonable timeframe: support@wix.com

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